

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE 1 OF 5 PAGES	
2. AMENDMENT/MODIFICATION NO. 03		3. EFFECTIVE DATE 06/15/2007		4. REQUISITION/PURCHASE REQ. NO. GA 070059		5A. TITLE: Professional Legal Services	
5B. PROJECT NO.							
6. ISSUED BY AOC - Procurement Division 2nd & D Streets, SW Room H2-263 WASHINGTON, DC 20515		CODE 9901		7. ADMINISTERED BY (If other than Item 6) AOC - Procurement Division 2nd & D Streets, SW ATTN: Patrick Hunt Room H2-263 WASHINGTON, DC 20515		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, state and ZIP Code)				(X)		9A. AMENDMENT OF SOLICITATION NO. RFP070096	
				X		9B. DATED (SEE ITEM 11) 05/17/2007	
						10A. MODIFICATION OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 11)	
CODE				FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☒ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 7 and 14, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
SEE LINE ITEMS

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

THIS AMENDMENT No 03 IS ISSUED TO SET A NEW SOLICITATION DUE DATE AND TO MAKE CHANGES TO THE SOLICITATION AS OUTLINED IN THE ATTACHED SHEET. Due date is change to June 26, 2007 by 1:00 p.m. local time. See attached sheet for additional information.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Patrick Hunt	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED

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Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA FAR (48 CFR) 53.243

RFP070096

Summary Info Continuation Page

B1

B.1 The Contractor shall provide professional legal services for an analysis of the Architect of the Capitol's responsibility and liability for damages under construction, services, Architectural/Engineering services, supply and property acquisition contracts awarded by the Architect of the Capitol.

Furnish an hourly rate for the following disciplines. Rates to be fully burdened including G&A, OH, profit and any other direct costs:

BASE PERIOD**ITEM No. DESCRIPTION HOURLY RATE**

001 Partners _____

002 Senior Associate _____

003 Junior Associate _____

004 Claims Analyst _____

005 Law Clerk _____

006 Paralegal _____

007 Miscellaneous costs to include photocopying, printing facsimile transmissions etc Not to exceed \$2,000.

008 Miscellaneous travel cost in accordance with Federal Travel Regulations not to exceed \$5,000.00

OPTION YEAR 1**ITEM No. DESCRIPTION HOURLY RATE**

009 Partners _____

010 Senior Associate _____

011 Junior Associate _____

012 Claims Analyst _____

013 Law Clerk _____

014 Paralegal _____

015 Miscellaneous cost to include photocopying, printing, facsimile transmissions, etc. Not to exceed \$2,000.00

016 Miscellaneous travel cost in accordance with Federal Travel Regulations not to exceed \$5,000.00

OPTION YEAR 2**ITEM No. DESCRIPTION HOURLY RATE**

017 Partners _____

018 Senior Associate _____

019 Junior Associate _____

020 Claims Analyst _____

021 Law Clerk _____

022 Paralegal _____

023 Miscellaneous costs to include photocopying, printing, facsimile transmissions, etc. Note to exceed \$2,000.00

024 Miscellaneous travel cost in accordance with Federal Travel Regulations not to exceed \$5,000.00

OPTION YEAR 3**ITEM No. DESCRIPTION HOURLY RATE**

025 Partners _____

026 Senior Associate _____

027 Junior Associate _____

028 Claims Analyst _____

029 Law Clerk _____

030 Paralegal _____

031 Miscellaneous costs to include photocopying, printing facsimile transmissions etc. Not to Exceed \$2,000.00

032 Miscellaneous travel cost in accordance with Federal Travel Regulations not to exceed \$5,000.00

OPTION YEAR 4**ITEM No. DESCRIPTION HOURLY RATE**

033 Partners _____

034 Senior Associate _____

035 Junior Associate _____

036 Claims Analyst _____

037 Law Clerk _____

038 Paralegal _____

039 Miscellaneous costs to include photocopying, printing, facsimile transmissions, etc. Not to exceed \$2,000.00

040 Miscellaneous travel cost in accordance with Federal Travel Regulations not to exceed \$5,000.00

TOTAL LINE ITEMS 001 THROUGH 040 _____

Rates for disciplines not listed shall be negotiated for each task order.

Professional Legal Services for an analysis of the Architect of the Capitol's responsibility and liability for damages under construction, services, A/E service, supply and property acquisition contracts awarded by the Architect of the Capitol

BASE

Number	Commodity Name	Quantity	Unit of Issue	Unit Price (\$)	Total Cost (\$, Inc. disc)
1	Professional Legal Services for an analysis of the Architect's responsibility and liability for damages under construction services (including professional A&E services), supply, and property acquisition contracts awarded by the AOC.	Total : 1.00	EA	\$	\$
Description:					

~~Lump Sum Price for Base~~

\$

C1

SECTION C

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 GENERAL SCOPE OF SERVICES

The Attorney shall provide, under the general supervision and to the reasonable satisfaction of the General Counsel of the Architect of the Capitol (AOC), legal services required for an analysis of the Architect's responsibility and liability for damages under Construction, Services, Professional Architectural and Engineering (A/E) Services, Supply and Property Acquisition contracts awarded by the AOC.

C.2 SPECIFIC SCOPE OF SERVICES

.1 The Attorney shall perform the following services under this contract using his best efforts to complete the services within the fee specified.

.1 Familiarize himself with the factual background of any potential requests for equitable adjustments, including review of all reasonably available documentation in the Architect's files bearing on the situation and review of all contract provisions, including addenda and change orders, studies, technical analyses, reports, scheduling documents, correspondence, and other relevant and reasonably available documentation prepared by third parties bearing upon the dispute;

.2 Interview staff of the Architect and of consultants to the Architect, including but not limited to the scheduling consultant and Architect and Engineers, and attend meetings on the Project; and

.3 Keep the Architect apprised of his progress on a monthly basis.

.2 It is understood and agreed by the parties that:

.1 The Attorney shall use his best efforts to provide the services required within the specified fee;

.2 This contract does not include services with respect to actual disputes under any contract; and

.3 The specified fee represents the party's analysis of the level of effort required for the services, based on a number of factors, but the Attorney cannot guarantee that all required services can be performed under the fee provided, and, if it appears likely that the scope of services cannot be performed within the fee, the Attorney will so notify the Architect at the earliest possible time with an explanation of why the services could not be performed within the fee and the Architect will make a decision as soon thereafter as practicable with respect to modifying or terminating the representation or increasing the fee in order to avoid a lapse in representation at a critical point in the proceedings.

.4 The Attorney shall be responsible for identifying expert witnesses, recommending the retention of such witnesses and providing comments on their proposed fees. Should such witnesses be retained, they will be paid directly by the AOC.

C.4 INCIDENTAL SERVICES, TRAVEL AND EXPENSES

Except as specifically provided, the cost of all services, travel, and other expenses incurred incident of performance of this contract shall be borne by the Attorney.

C.5 LEAD ATTORNEY

The Attorney shall designate a Lead Attorney under this contract satisfactory to the Architect of the Capitol and essential to its performance. All services shall be performed by the Lead Attorney personally or under his direct supervision. Failure of the Lead Attorney to perform or directly supervise the activities under this contract personally shall be a cause for termination of this contract for default.

C.6 BASE WORK

The base work shall consist of the claim analysis, and legal representation.

C.7 OPTIONS

Based upon the analysis, advice, and recommendations of the Attorney, the Architect shall have the option to modify this contract/task order(s) by adding to the Statement of Work the specific services of representing the Architect in any claims and disputes filed under the specified projects, including assistance in the preparation of Contracting Officer's Final Decision, participation in negotiations with counsel for the contractor, representation of the agency before any administrative tribunal involving the dispute, and assist Department of Justice on appeals in Federal Court. The Architect will exercise this option in writing by modification after negotiation of a fee covering the additional services. Nothing in this section shall be construed as obligating the Architect to exercise the option, nor as preventing the Architect from obtaining representation from another firm. This option may be exercised at any time during the period of performance of this contract.

This Amendment No. 03 is issued to make the following changes to the solicitation.

1. Solicitation due date is change to 1:00 p.m. local time on June 26, 2007.
2. Responses to this amendment may be emailed to the attention of Mr. Patrick G. Hunt at phunt@aoc.gov
3. Please note changes to the Schedule, Section B. Prices for miscellaneous costs and travel have been added to the schedule for evaluation purposes only.
4. In Section I of the Solicitation clause AOC52.232-2 Payments-Services is deleted from the solicitation.
5. Clause AOC52.232-3 PAYMENTS - SERVICES REQUIRING TIME RECORDS is hereby incorporated into the solicitation.

AOC52.232-3 PAYMENTS - SERVICES REQUIRING TIME RECORDS (MAR 2006)

(a) Invoices shall be issued at the end of each month in which services are performed by the Contractor. Properly certified invoices shall be FAXED to the Accounting Office, Architect of the Capitol, at 202-226-2580. Information concerning requirements for payment requisitions must be secured by telephoning the Accounting Officer at (202) 226-2552. Payment will be made on a monthly basis. To assist the AOC in making timely payments, the Contractor is requested to furnish the following additional information on the invoice:

- (1) Contract number;
- (2) Name, address and Taxpayer I.D.of Contractor;
- (3) Invoice Date;
- (4) Unique invoice number for that particular invoice;
- (5) Period the payment covers; and
- (6) Amount by line item including quantity and unit pricing (see "SCHEDULE OF ITEMS" in Section B).

(b) Each invoice shall itemize the total man-hours of services by labor category and unit price (see "SCHEDULE OF ITEMS" in Section B) for each TO completed during the payment period. The Contractor shall keep accurate time records for each of his personnel employed in the work, and certified copies of the Contractor's time record shall be submitted with each invoice for payment.

(c) *Requirement when contractor employee(s) is provided on-site office space.* As verification of the above time records submitted by the Contractor, each of the Contractor's employees will be required to sign and submit to the COTR a weekly time record sheet, as provided by the Architect, showing the number of regular and overtime hours, if any, worked by that employee during that week. The time record sheet will be verified and countersigned, if

correct, by the COR and a copy thereof will be provided to the Contractor for record purposes.

(d) Total cost. It is estimated that the total cost to the Government for the performance of each task order shall not exceed the ceiling price as set forth in each task order and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing of any task order issued against this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price of the individual task order, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing said work under the task order with supporting reasons and documentation. If at any time during performing of a task order under this contract, the Contractor has reason to believe that the total price to the Government for performing the task order will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing the task order, with supporting reasons and documentation. If at any time during performing a task order, the Government has reason to believe that the work to be required in performing the task order will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the task order.

(e) Ceiling price. The Government shall not be obligated to pay the Contractor any amount in excess of the ceiling price stated in each task order, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in each task order, unless and until the Contracting Officer shall have notified the Contractor in writing that the ceiling price has been increased and shall have specified in the notice a revised ceiling that shall constitute the ceiling price for performance under said task order. When and to the extent that the ceiling price set forth in a task order has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(f) Payments will be made directly to the contractor's financial institution through Direct Deposit/Electronic Funds Transfer (DD/EFT). The Contractor's attention is directed to the requirements of AOC52.232-6, Payment by Electronic Funds Transfer - Other than Central Contractor Registration.

(End of clause)